

AGREEMENT

This **Agreement** is made by and between two parties, the **City of Taunton**, Commonwealth of Massachusetts, hereinafter referred to as "the City," and **Frederic J. Cornaglia**, Commissioner of Public Works, hereinafter referred to as the "DPW Commissioner."

Whereas, on September 8, 2014, the Municipal Council of the City appointed the DPW Commissioner for a term of five years and is desirous of continuing the services of the DPW Commissioner; and

Whereas, the DPW Commissioner is willing to perform the duties of the position of the Commissioner of Public Works in accordance with the terms and conditions of the city charter, this contract, the General Laws of Massachusetts, special acts, city ordinances and all applicable state and federal laws, rules, and regulations; and

Whereas, the DPW Commissioner shall be considered a confidential, exempt, managerial employee of the City of Taunton, and the parties hereto desire to maintain and promote a harmonious relationship between them and to promote the welfare of the City of Taunton,

Now, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

DURATION OF THE AGREEMENT

This Agreement shall be effective as of the date it is approved by the Municipal Council and signed by both the Mayor and DPW Commissioner and shall continue in full force and effect until September 7, 2019, or until a successor is appointed and qualified, or, in the event of re-appointment, until the effective date thereof, or unless the DPW Commissioner earlier resigns, retires or is removed for just cause from this position. The appointment and re-appointment of the DPW Commissioner shall be made by the Municipal Council, subject to the provisions of the city charter, as the same may be from time to time amended.

MODIFICATIONS

The terms and conditions of this contract shall remain in full force and effect throughout the duration of the agreement, and may only be modified or amended by subsequent written mutual agreement.

DUTIES

The DPW Commissioner shall be the executive head of the City of Taunton Department of Public Works and shall have direct control and authority over, and be responsible for the proper functioning of and the administration, management, and direction of, all of the functions

and activities of the divisions of the department of public works in accordance with the city charter, all applicable federal, state, and local laws and regulations (as the same may be from time to time amended), and such additional duties as may be assigned or temporarily placed under the jurisdiction of the department of public works by the City. The DPW Commissioner shall report on a day-to-day basis to the Mayor of the City of Taunton and shall be subject to an annual performance evaluation conducted by the Mayor.

The DPW Commissioner, at a minimum, shall:

- Be responsible for the administration, management and direction of the activities of all DPW divisions, including administration, engineering, public buildings, sewer/drains, street/traffic, vehicle/equipment maintenance, water and weights & measures, as well as administration and management of contract operations of the wastewater treatment facility, regional sanitary landfill facility, solid waste collection and recycling collection.
- Possess strong computer, excellent oral/written communications and exceptional public relations skills, be experienced in personnel management, budget preparation/management and capital projects planning/management, and have a thorough understanding of the activities of a municipal public works department.
- Act as the City's liaison to those state and federal agencies which directly and indirectly affect the business of the Department of Public Works, including, but not limited to, the Massachusetts Department of Transportation, the Massachusetts Department of Environmental Protection, the United States Environmental Protection Agency
- Act as the City's Brownfields Coordinator and perform all duties associated therewith, including, but not limited to, the assessment and attempts at remediation of excavations and other work at sites whose redevelopment may be complicated by pre-existing actual or perceived contamination by oil or other hazardous materials, and other duties related to the Brownfields Act (Chapter 206 of the Acts of 1998, the laws cited therein, and associated regulations, all as the same may from time to time be amended)
- Possess a valid and current Commonwealth of Massachusetts Driver's License.
- Avoid Errors in judgment and administration that may lead to adverse effects on the City's ability to deliver services or that may result in lower standards of service, substandard construction or inadequate maintenance programs, with consequent danger to public safety. Avoid errors in supervisory or financial decisions that could have adverse legal and financial repercussions.
- Be responsible for direct and indirect supervision of the activities of a department staff of dozens of unionized management, technical, supervisory, clerical and labor employees, as well as administration and management of a multi-million dollar departmental annual operating budget.

- Develop implement, manage, administer and coordinate all DPW programs, projects and activities.
- Plan and monitor overall work schedules for timely implementation of programs and projects, and effectively manage any necessary coordination between individual DPW divisions.
- Advise DPW division heads on policy, procedure and standards for implementation of projects and programs.
- Develop, implement and monitor progress and achievement of department goals and objectives.
- Prepare departmental operating and capital budgets in consultation with division heads, and present and justify budget(s) to Mayor, Municipal Council and the public.
- Regularly monitor the status of budget(s), making adjustments or recommendations to amend budget(s) as appropriate.
- Exercise procurement and purchasing authority in DPW consistent with City and state policies and procedures.
- Administer and approve all expenditures, including payroll, procurements and contracts for construction, facility operation, and other outside contracted services.
- Manage and administer outside operations contracts for wastewater treatment facility, regional sanitary landfill facility, solid waste collection, recyclables collection and other such contracts as directed.
- Regularly consult with the Assistant DPW Commissioner regarding ongoing, special and future department projects and programs.
- Attend and represent the City and/or the DPW at a variety of meetings, both within and outside the City, with City officials, other City departments and agencies, citizens and civic organizations, federal, state and local regulatory agencies and others as directed.
- Respond promptly, courteously and effectively to complaints, concerns and questions from the public, other City departments, City officials and other constituents.
- Maintain frequent and effective communications with federal, state and local regulatory agencies to ensure compliance with all laws, regulations and permits applicable to the operation of regulated City facilities, projects, programs and activities.

- Research availability of, and prepare applications for, grants and/or loans for federal or state funding assistance for public works projects and programs.
- Research and prepare specifications, plans and/or bid documents for a variety of public works projects, equipment, supplies and materials.
- Oversee management of department personnel, including administration, labor relations, training, staffing and evaluation of employees, and responds appropriately to union grievances in accordance with local collective bargaining agreements.
- Ensure proper confidentiality and maintenance of department personnel records.
- Attend professional meetings and seminars in order to keep abreast of changes or trends in DPW and related fields and to remain familiar and current with Massachusetts laws and regulations concerning department operations.
- Maintain active membership in a variety of professional associations in order to take best advantage of networking opportunities with professional counterparts and of technical and managerial informational sources relating to DPW activities.
- Respond to special requests as necessary.
- Perform similar or related duties as required, directed or as situations dictate.

TIME & ATTENDANCE

The DPW Commissioner shall devote no less than forty (40) hours of his time to the City of Taunton per work week and shall devote his full time and energies to the job during regular working hours. It is, furthermore, understood and acknowledged that the DPW Commissioner may occasionally be required to work during other than usual and customary business hours, in order to fully discharge the duties and responsibilities of the position, to manage emergency response, snow and ice removal operations, and other situations, the occurrence of which are unpredictable and could occur at any time, and to attend Municipal Council, municipal boards or commissions, or other community meetings or events in the evenings or on weekends as directed. This position is not eligible for compensatory time off.

JUST CAUSE

The DPW Commissioner shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause.

HEALTH INSURANCE

The DPW Commissioner shall be eligible for all health, dental, life, and other insurance coverage which are provided for all other city employees. The City Treasurer shall deduct the DPW Commissioner's share of the cost thereof from his regular paychecks as appropriate for the coverages in place. The DPW Commissioner's health insurance contributions shall be identical in percentage to the percentage contribution contained for all city employees. Additionally, the DPW Commissioner shall be eligible to participate in any voluntary/contributory benefit program offered to other general government employees.

PENSION

The DPW Commissioner shall be eligible to participate in the present pension and retirement plans which are available for other city employees in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton.

PERSONAL DAYS

The DPW Commissioner shall be entitled to five (5) days of personal leave each year. Said personal days may be carried forward up to a maximum accumulation of ten (10). These days shall be redeemable for any financial value upon leaving the employ of the City of Taunton. Yearly, at the employee's request, two (2) sick days may be converted to personal days.

COMPENSATION

The total weekly pay for the position of DPW Commissioner shall be as follows:

| | |
|--------------------------------------------|---------------------|
| Upon the effective date of this agreement: | \$2,245.34 per week |
| Effective September 8, 2016: | \$2,290.24 per week |
| Effective September 8, 2017: | \$2,313.15 per week |
| Effective September 8, 2018: | \$2,359.41 per week |

VACATION TIME

The DPW Commissioner shall be entitled to annual paid vacation leave based upon the total length of his longevity and in accordance with the following schedule.

After:

| | |
|-----------------------|---------|
| 6 Months to 4 Years: | 2 WEEKS |
| 5 Years to 9 Years: | 3 WEEKS |
| 10 Years to 16 Years: | 4 WEEKS |
| 17 Years to 24 Years: | 5 WEEKS |
| 25 Years of service: | 6 WEEKS |

All accrued vacation, personal, and sick leave that the DPW Commissioner has on the books of the City on the effective date of this agreement shall be carried forward and made available to the DPW Commissioner for all purposes. All vacation time accrued after the date of this agreement not utilized in any particular calendar year may be carried over to the next calendar year, subject to the approval of the Mayor; provided however, that not more than one (1) year of vacation time accrued under this contract may be carried forward into a subsequent year.

Upon the DPW Commissioner's retirement, death or termination of employment for any reason, the DPW Commissioner shall redeem any unused, accumulated vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5th) of the DPW Commissioner's regular weekly pay.

PAID HOLIDAYS

The following holidays shall be paid holidays for the DPW Commissioner:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| ½ Day Good Friday | Thanksgiving Day |
| Patriot's Day | Day after Thanksgiving |
| Memorial Day | ½ Day Christmas Eve |
| Independence Day | Christmas Day |
| | ½ Day New Year's Eve |

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the DPW Commissioner.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

The DPW Commissioner shall be entitled to one and one quarter (1 1/4th) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the DPW Commissioner can accumulate. The DPW Commissioner shall be entitled to his sick leave as it becomes earned.

The DPW Commissioner may use up to (7) of his accumulated sick leave days per year for illness in his family. For the purpose of this section, the DPW Commissioner's family shall consist of his spouse, children, parents and members of the DPW Commissioner's household.

Upon the DPW Commissioner's retirement, death or termination of employment for any reason, the DPW Commissioner or, in the case of death, his heirs or estate, shall redeem his unused accumulated sick leave days at their then existing per diem value up to a maximum amount of thirteen thousand dollars (\$13,000.00). The per diem value of each sick leave day shall be one-fifth (1/5th) of the DPW Commissioner's regular weekly pay.

BEREAVEMENT LEAVE

The DPW Commissioner shall be allowed bereavement leave with pay upon the death of his spouse, child, grandchild, sibling, parent, grandparent, in-law, or member of his family living in the same household. Such leave shall extend from the time of death until the day following the funeral service, but shall not, unless special permission is granted by the Mayor, exceed four (4) business days.

In addition, one (1) day of funeral leave shall be granted to the DPW Commissioner to attend the funeral service for his aunt, uncle, niece, nephew or cousin; or his spouse's aunt, uncle, niece, nephew or cousin.

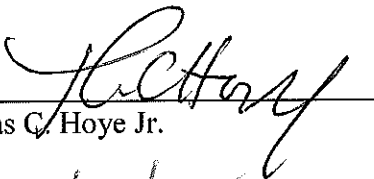
JURY LEAVE

The DPW Commissioner shall be granted time off for service on any local, state, or federal jury, including a grand jury as required by law.

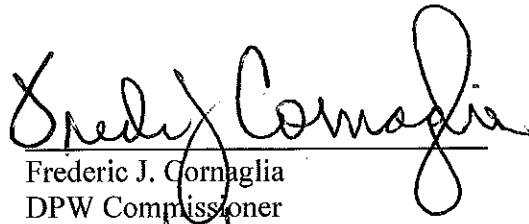
SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed to this instrument, on the dates set forth below:

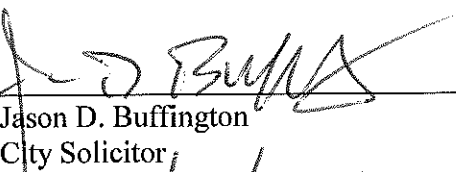

Thomas C. Hoye Jr.
Mayor

Date: 12/14/15


Frederic J. Cornaglia
DPW Commissioner

Date: 12/14/15

Approved as to Form and Character:


Jason D. Buffington
City Solicitor

Date: 12/14/15